Document No.

DECLARATION OF CONDOMINIUM OF JEFFERSON HILLS CONDOMINIUMS I

Return to:
Brandon White Law, LLC
P.O. Box 58
Jefferson, WI 53549

Tax Key No. 241-0714-3513-009
Parcel Number

DECLARATION OF CONDOMINIUM
OF
JEFFERSON HILLS CONDOMINIUMS I

This Declaration is made according to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("The Act") this ____ day of _____, 2026, by Jefferson Hills Condominium Development LLC (the "Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands described as follows and the improvements constructed on those lands to the condominium form of ownership in the manner provided by the Act and this Declaration:

Lot 2 of Certified Survey Map No. 6511, recorded at the Register of Deeds for Jefferson County, Wisconsin, as Document No. 1488978.
Tax Key No. 241-0714-3513-009

Declarant represents that it is the sole owner of said real property described above together with all buildings and improvements on the real property ("the property"). The property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects be subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions of this Declaration shall be deemed to run with the land and shall be binding upon the Declarant, its successors and assigns, and to all parties having an interest of any kind in the property, their heirs, successors and assigns. All provisions of this Declaration shall inure to the benefit of the Declarant and those parties having an interest in the property.

2. DEFINITIONS

In this Declaration, unless the context otherwise requires:

(a) "Association" means the Jefferson Hills Condominiums I Association, Inc., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the Condominium unit owners acting as a group shall administer, manage, operate, and control the property.

(b) "Unit" means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof in the building having outer boundaries as follows:

The vertical boundaries of each unit shall be the interior surfaces of the perimeter walls of the unit and the plane of the outside faces of doors and windows bounding a unit

extended in each case to an intersection with the horizontal boundaries. The horizonal boundaries shall be the plane of the undersurface of the ground floor and the place of the top-surface of the ceiling. All windows, window frames and doors, including all glass and locks in windows and doors shall be a part of the unit. Each garage appurtenant to each unit shall be a part of the unit.

In the event a unit owner shall, with the approval of the Association's Board of Directors, add to his unit a structure (such as a porch, fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of "unit". The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit A). The floor plans are part of the Condominium Plat attached as Exhibit B. A unit shall include all fixtures and improvements including, but not limited to, heating and air-conditioning units and water heaters contained in the unit.

(c) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a limited liability company, a trustee or any other legal entity who holds legal title to a condominium unit which is part of the property or who has equitable ownership of a condominium unit as a land contract vendee, but the definition excludes those having an interest or lien in a condominium unit as security for the performance of an obligation.

(d) "Common Elements" means all of the condominium except its units.

(e) "Limited Common Elements" means those common elements identified in this Declaration or the Condominium Plat as reserved for the exclusive use of one or more, but less than all of the unit owners.

(f) "Declarant" means Jefferson Hills Condominium Development LLC.

(g) "Property" means the real estate together with all buildings and improvements described in Section 1 of this Declaration.

(h) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(i) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.

(j) "Majority" or "Majority of the Unit Owners" means the unit owners with more than fifty percent (50%) of the votes assigned to the units in this Declaration.

(k) "Person" means an individual, corporation, partnership association, limited liability company, trust, or other legal entity.

3. NAME AND ADDRESS OF CONDOMINIUM

The property and all buildings and improvements now and/or hereafter located in the property shall be known as Jefferson Hills Condominiums I. The addresses of the units of the Condominium are:

Street Address	
Unit 1	200 Settlers Drive, Jefferson, WI 53549
Unit 2	204 Settlers Drive, Jefferson, WI 53549
Unit 3	208 Settlers Drive, Jefferson, WI 53549
Unit 4	212 Settlers Drive, Jefferson, WI 53549
Unit 5	216 Settlers Drive, Jefferson, WI 53549
Unit 6	220 Settlers Drive, Jefferson, WI 53549

4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS

Jefferson Hills Condominiums I ("Condominiums") consists of one (1) building at the real estate described in Section 1 of this Declaration, containing a total of six (6) units. The basic design of each unit is a two-level with two (2) or three (3) bedrooms, two full and one half (2.5) bath units and two (2) car garage unit. The basic design of the upper units is a three (3) bedroom, two (2) bath, and two car garage unit. They are frame construction with horizontal vinyl siding and trim with partial stone exterior, asphalt shingle roofing, and prefinished horizontal gutters and downspouts. The building is slab on grade construction. The building, units, floor plans, common elements, and limited common elements are more fully described in this Declaration and the Condominium Plat and Floor Plans attached as Exhibits A and B of this Declaration. The construction details and locations of the various buildings and units may vary from the Condominium Plat and Floor Plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction plans of the buildings and units are available for inspection at the office of the Declarant.

5. MODIFICATION OF UNITS

Modification. A unit owner may make any improvements or alterations within the unit that do not impair the structural integrity or lessen the support of any portion of the condominium. A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without the prior written approval of the Association's Board of Directors, who may give approval upon such terms and conditions as it deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filled with the Association prior to the start of work.

6. COMMON ELEMENTS

6.1 Description. The common elements shall consist of all of the condominium and all improvements and appurtenances, except the units and the fixtures and equipment located in the units, and shall include, without limitation, the land on which the buildings are located, building exteriors, utility services, public utility lines, water and sewer laterals, outside walls, and the walks driveways, private roadways, outdoor parking areas and landscaping.

6.2 Maintenance. The maintenance and operation of the common elements and associated expense shall be the responsibility of the Association.

6.3 Alterations, Improvements, and Additions. There shall be no alterations, further improvements or additions to the common elements without the prior written approval by more than 50% of the record unit owners.

6.4 Use. The manner or use of the common elements shall be governed by the Bylaws of the Association and the Rules and Regulations as the Association may establish.

7. LIMITED COMMON ELEMENTS

7.1 Description. A portion of the common elements may be designated as limited common elements (LCE) with the written approval of not less than two-thirds (2/3) of the record unit owners. These limited common elements shall be reserved for the exclusive use of the owner or occupant to which they are contiguous or assigned.

7.2 Use. The manner of use of the limited common elements shall be governed by the Bylaws of the Association and the Rules and Regulations established by the Association, and no unit owner shall alter, remove, repair, maintain, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to the Bylaws or Rules and Regulations. No major or structural changes shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. A copy of the plans for all such work by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of the work.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each unit owner shall own an undivided interest in the common elements and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of the unit as a place of residence and in accordance with the provisions of Section 6 and 7, which rights shall be appurtenant to and run with the units.

The percentage of such undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes and proportionate payment of common expenses, shall be one-sixth (1/6).

9. PURPOSE OF PROPERTY

All buildings, units, common elements, and limited common elements are intended for and restricted exclusively to residential housing and parking for unit owners, their families, lessees and/or guests as governed by the terms and conditions contained in this Declaration, the Bylaws and Rules and Regulations of the Association, and the laws, ordinances and regulations of the City of Jefferson, Wisconsin.

10. RESERVATIONS AND EASEMENTS OF DECLARANT

Declarant and Declarant's duly authorized agents, representatives, and employees shall have the right to maintain model units and a sales office on the property and to use the model units and sales office during the period that any of the units remain unsold. It is intended that this model unit shall ultimately be sold to a unit owner. Declarant shall have the right to use signs, flags, or other types of devices to promote the construction and sale of the units. Declarant and persons it may select shall have the right of ingress and egress in, over, and across the common elements and the limited common elements and the right to store materials and make such other use of them as may be reasonably necessary incident to the sale and operation of the condominium units, common elements, and limited common elements.

11. ASSOCIATION OF UNIT OWNERS

11.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes and all of the powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership act, Chapter 703 of the Wisconsin Statutes and as those statutes may be amended from time to time. The Board of Directors of the Association is authorized to establish and amend from time to time, Rules and Regulations for the use of the buildings, units, common elements, and the limited common elements in furtherance of the purposes of the condominium and prescribe fines, penalties and/or special assessments for any violation of those Rules and Regulations provided, however, that all such Rules and Regulations and subsequent amendments shall be approved by not less than two-thirds (2/3) of the votes of the Association before they shall become effective. The Association shall furnish such Rules and Regulations in writing to the unit owners.

11.2 Membership, Duties, and Obligations. All unit owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and the limited common elements. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration, the Bylaws, the Rules and Regulations of the Association and the laws, ordinances and regulations of the City of Jefferson, Jefferson County, State of Wisconsin.

11.3 Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A: The Class A members shall be all unit owners, with the initial exception of the Declarant. One (1) vote shall be allowed for each unit regardless of the number of unit owners. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportional interest and by the same type of tenancy in which title to the unit is held; however, the unit owners shall designate one (1) person to cast the vote appurtenant to that unit. Voting rights may not be split, and shared membership interests must be voted according to that designation.

(b) Class B: The Class B member shall be the Declarant. It shall be entitled to one (1) vote for each unit (up to six (6) votes) owned by the Declarant. The respective rights and qualifications of the two classes of members shall be as set forth in the Bylaws of the Association.

11.4 Rights of Declarant. Notwithstanding any other provisions contained in this Declaration, the Declarant, its successors and assigns shall have the right at its option to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers, until the earlier of thirty days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers or ten (10) years from the date that the first unit is conveyed by the Declarant to anyone other than Declarant. All present and future owners, mortgagees, lessees, and occupants of units in the condominium shall be deemed, by acceptance of any deed to or mortgage on any unit or by entering into a land contract or lease affective a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of the Declarant to so control the Association of Unit owners.

11.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for such services as may be required for the units, the buildings, the common elements and/or the limited common elements. Any agreement for professional management shall not exceed three (3) years and must provide for termination without cause and without payment of a termination fee upon ninety (90) days written notice.

12. REPAIRS AND MAINTENANCE

12.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures, and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a limited common element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the common elements and the limited common elements and shall cause them to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceiling, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within the boundaries of his/her unit, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls, except as otherwise provided in this Declaration with reference to relocation of boundaries.

14. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a unit or units, building or buildings, common elements or limited common elements, they shall be repaired and rebuilt as soon as practicable and substantially with the same design, plan and specifications as originally built. In the event the condominium is damaged or destroyed to an extent greater than available insurance proceeds, the condominium shall be subject to an action for partition upon the written consent of the unit owners having seventy-five (75%) or more of the votes in the Association. In the event of partition, the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building, unit, common element or limited common element may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not be decreased by more than ten percent (10%) from the number of square feet for that unit or building as originally constructed and the number of square feet of any unit may not be increased from the number of square feet of the unit as originally constructed. The location of the buildings shall be substantially the same as prior to any damage or destruction and shall not violate any ordinances relating to condominiums and/or multi-family housing. The proceeds of any insurance provided by the Association and collected for any damage or destruction shall be available to the Association for the purpose of repair or reconstruction. In the event the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, except as otherwise provided in this Declaration.

15. INSURANCE

The Board of Directors of the Association shall provide and maintain liability, fire, multi-peril, broad form extended coverage insurance on the condominium in an amount equal to the replacement value of the condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. The insurance shall be obtained

in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests appear. Premiums shall be a common expense. To the extent possible. the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated, or suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by Board of Directors to conform to the requirements of replacement value.

In the event of partial or total destruction of a building or buildings, unit or units, common elements or limited common elements, in accordance with Section 15 of this Declaration, the proceeds of the insurance shall be paid to the Association to be held for the benefit of the unit owners and their mortgagees and to be applied to the costs of repair or reconstruction as provided in this Declaration.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing basis under which the owner would be assessed individually for the amount of insurance which the unit owner directs the Board of Directors to include in those policies for the unit owner's additional protection. Copies of all policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at the unit owner's expense, to provide any additional insurance coverage on the unit owner's improvements.

The Board of Directors shall provide casualty and public liability insurance covering the common elements and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide worker's compensation insurance and fidelity bonds on the officers and employees in such amounts as it determines to be necessary from time to time.

16. COMMON EXPENSE AND ASSESSMENTS

16.1 General Annual Assessment. All units shall be subject to a general annual assessment determined and levied by the Board of Directors of the Association for the purpose defraying the costs and expenses of the Association and performing its stated purposes and function. The Board of Directors shall prepare an annual budget according to the Bylaws and shall determine a general annual assessment based on the budget which shall be sufficient to meet the estimated costs and expenses of the Association for the next year. The general annual assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements and shall be paid monthly to the Association on or before the first day of each month. A unit owner shall be liable for all assessments or installments which come due while owning a unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

16.2 Special Assessments. Each unit shall be subject to a special assessment the Board of Directors of the Association to cover all or any part of any extraordinary expenses incurred by the Association, but not included in the annual budget. Any special assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements. Special assessments shall be due and payable sixty (60) days after the affirmative vote by the Board of Directors of the Association declaring the special assessments.

16.3 Interest: Application of Payments. All charges, fines, assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of twelve percent (12%) per annum until paid in full. All payments upon account shall be applied to interest first and then to the charge, fine, assessment or special assessment.

16.4 Lien for Assessments. All assessments until paid together with interest on them and actual costs of collection including, but not limited to, attorneys fees and disbursements, constitute a lien on the units on which they are assessed, if a Statement of Condominium Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien shall be filed in the Land Records of the Clerk of Circuit Court for Jefferson County stating the description of the unit, the name of the record owners, the amount due, and the period for which the assessment was due. The Statement of Condominium shall be signed and verified by an officer or agent of the Association as specified in the Bylaws. If Jefferson County becomes the owner of one of the units because of tax delinquency, Section 703.16(6) of the Wisconsin Statutes controls with respect to special assessments and the enforcement of liens against Jefferson County.

16.5 Priority of Lien. The lien for assessments shall be prior to all other liens except:

(a) Liens for general and special taxes.
(b) All sums unpaid on a first mortgage recorded prior to the making of the assessment.
(c) Construction/Mechanic's Liens filed prior to the making of assessment.
(d) All sums unpaid on any mortgage loan made under Sec. 45.80, Wis. Stats.

16.6 Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover costs and actual attorney's fees. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the unit A suit to recover a money judgment for unpaid charges, fines, assessments or special assessments may be maintained without foreclosing or waiving the Lien securing the unpaid charge, fine, assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action any be brought to foreclose a lien unless within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested to the address of the unit owner shown on the books of the Association.

16.7 Acceleration. If a unit owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent unit owner for purposes of collection and/or enforcement of the lien against the unit.

16.8 Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of the liens therefor. The Association, acting through the Board of Directors, and representative of all members, may bring an action at law against any unit owner for payment of unpaid assessments and may foreclose a lien against any unit. Upon the commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the unit (including homestead interests) without bond, with the power to take possession of the unit and collect the rents, issues and profits of the unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.

16.9 Initial Working Capital. Each purchaser of a unit from the Declarant shall pay to the Association two months installments of the general annual assessment at the time of conveyance by Declarant. This payment shall not be an advance payment of the general annual assessment, but rather an additional assessment for initial working capital.

17. PARTITION OF COMMON ELEMENTS PROHIBITED

Except as otherwise provided in this Declaration, there shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from the terms of the applicable statutes regarding unit ownership or condominium ownership. If any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single unit as between such co-owners.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common elements and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage or other instrument affecting title to such unit ownership without including therein both the interest in the unit and the corresponding percentage of ownership in the common elements and limited common elements. It is the intention of this paragraph to prevent any severance of the combined ownership. Any such deed, mortgage or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

19.1 Utilities. Easements are declared, granted and reserved for the benefit of the unit owners, Association and Declarant for utility purposes and other purposes necessary for the proper operation of the condominium, including, but not limited to, the right to install, lay. maintain repair and replace driveways, parking areas, walkways, water mains and pipes, water-pressure tanks, sump pumps, sewer lines, gas lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment including power transformers over, under, along and on any part of the units, buildings, common elements and limited common elements to service the condominium.

19.2 Driveways and Walkways. To the extent that the Condominium Plat attached as Exhibit A show the common use of parking areas, driveways and walkways for the purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all unit owners and the Declarant for such uses.

19.3 Repair Easement. An irrevocable right and easement is granted by this Declaration and declared for the benefit of the Association to enter units and to make repairs to common elements when repairs appear reasonably necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make reasonable effort to give notice to the unit owner of the need for entry for the purpose of any repairs.

19.4 Encroachments. If any portion of any common element or limited common element encroaches on any common element or limited common element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of a building or unit, a valid easement for the encroachment and for the maintenance of it shall exist so long as the building or unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit owner or owners if that encroachment occurred due to the willful conduct of the unit owner or owners.

19.5 Binding Effect. All easements and rights described in this Declaration are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on all unit owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this section and Declaration.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws or the Rules and Regulations, or to exercise any right or option, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term,

covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Association of any provision of this Declaration shall be deemed to have been made unless expressed in writing and signed by the Association.

21. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any other owner other than the Declarant shall be subject to the following provisions:

A. Transfers Subject to Approval. The following transfers are subject to approval of the Association as herein provided:

1. Lease. No unit owner, except the Declarant, may lease a unit except in accordance with the Rules and Regulations adopted by the Board of Directors of the Association from time to time. All leases except the leases for units owned by the Declarant must be approved by the Board of Directors in writing.

B. Approval by Association. The approval of the Association which is required for all leases of units shall be obtained in the following manner.

1. Notice to Association. Any unit owner except the Declarant intending to make a bona fide lease of his/her unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

2. Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a lease, the Association at its election and without notice may approve or disapprove the lease.

3. Certificate of Approval. Within thirty (30) days after receipt of such notice and information as required, the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to lessee.

C. Disapproval by Association. If the Association shall disapprove a lease, then the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

D. Exception. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a lease by an institutional mortgagee which acquires title by deed from the mortgagor or his/her successor or through foreclosure proceedings.

E. Unauthorized Transactions. Any lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved y the Association.

F. Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon the owner's unit, other than for mortgages, taxes, and special assessments, within five (5) days of the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect title to the unit. Such notices shall be given within five (5) days after unit owner receives such knowledge.

3. Failure to comply with this subsection concerning liens or suits will not affect the validity of any judicial sale.

22. AMENDMENTS TO DECLARATION

This Declaration may be amended with the written consent of sixty-seven (67%) of the unit owners and mortgagees. A copy of the amendment shall be recorded with the Register of Deeds for Jefferson County, Wisconsin.

23. NOTICES

Notices and other documents to be served upon Declarant shall be given to Jefferson Hills Condominium Development LLC, attention Christopher G. Herschleb, 402 Industrial Drive, Columbus, Wisconsin 53925. All owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

24. SERVICE OF PROCESS

The person to receive service of process shall be the registered agent for the Association. Any changes of the registered agent shall be filed with the Secretary of State of Wisconsin. The initial registered agent is Christopher G. Herschleb, 402 Industrial Drive, Columbus, Wisconsin 53925.

25. NUMBER AND GENDER

Whenever used in this Declaration, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. CAPTIONS

The captions and section headings in this Declaration are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions of this Declaration.

27. SEVERABILITY

The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion shall not affect the validity or enforceability of the remaining portion of that provision or of any other provision.

28. GOVERNING LAW

This Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Jefferson Hills Condominium Development LLC, executed this Declaration at _____, Wisconsin on the ____ day of _____, 2026.

JEFFERSON HILLS CONDOMINIUM DEVELOPMENT LLC, Declarant

_____

By:

Subscribed and sworn to before me
this ___ day of _____, 2026.

_____

Notary Public, State of Wisconsin
My Commission expires:_____.

This document was drafted by:
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